

State of Hawai'i
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of State Parks
Honolulu, Hawai'i 96813

September 9, 2010

Board of Land and Natural Resources
State of Hawai'i
Honolulu, Hawai'i

SUBJECT: Establishment of a Volunteer Curatorship Agreement for a Section of
Lapakahi State Historical Park, North Kohala, Island of Hawai'i

The Curator Program was initiated in 1987 by the State Historic Preservation Division (SHPD) and the Division of State Parks to encourage community involvement in the care and management of historic and cultural sites on State-owned properties. Over the years, the program has expanded to include natural resources in the parks, such as botanical gardens and wetlands. The curator responsibilities have also evolved to include interpretation, assistance with visitor services, and site restoration. There are currently ten (10) curator organizations statewide assisting with cultural sites in the parks and another four (4) organizations assisting with natural resources in parks on Maui and O'ahu. In 2005, other community groups expressed interest in assisting with parks that have both resources and recreational facilities. This resulted in a similar volunteer program called the Kokua Partnership Program. There are currently 4 Kokua Partnership agreements, including Diamond Head State Monument and Ka'ena Point State Park.

Lapakahi State Historical Park was officially established in 1973 with 262 acres of State-owned land being set aside to preserve, protect, and interpret the significant cultural complex of archaeological sites along the leeward coast of North Kohala on Hawai'i Island. Prior to the opening of the park, several archaeological projects were conducted by the University of Hawai'i at Manoa and Hilo which provided information about the occupation of this coastline from the pre-contact period until the 1920s. Additional archaeological projects were conducted in the park between 1973 and 1979 to stabilize the stacked rock walls that comprise many of the sites in the park. The park corresponds to the *makai* portion of the Lapakahi Complex which was listed on the National Register of Historic Places in 1973. The complex is significant for the density and diversity of archaeology sites associated with a traditional *ahupua'a* system that encompasses the coastal fishing settlements to the upland agricultural fieldsystem.

At present, the portion of the park open for public visitation is a 50-acre area centered around Koai'e Cove. Within this archaeological complex referred to as Koai'e Village or Koai'e Hamlet, are housesites, canoe sheds, enclosures, *ko'a* (fishing shrines), and burial sites. A mile-long interpretive trail has been constructed through this complex to interpret traditional coastal habitation within the larger theme of the Hawaiian *ahupua'a*. In addition, native Hawaiian plants have been planted throughout this central area. A small interpretive shelter with exhibits and displays was constructed in 2000. The remainder of the park remains undeveloped.

Nā Haumana La'au Lapa'au O Papa Auwae (NHLLOPA) is a group of *haumana* (students) who trained under Henry "Papa" Auwae from 1994 to 2000. Auwae was a *po'okela* (master) and state recognized practitioner of *la'au lapa'au* (traditional Hawaiian healing). The *haumana* formally organized in 2001 after Auwae died in 2000. The connection between Auwae and the Lapakahi area goes back to 1916 when he spent his summers at Lapakahi as a young child and was trained in *la'au lapa'au* by his great-great grandmother who lived at Koai'e Cove.

Auwae and Papa Ola Lokahi co-sponsored the first gathering of *kūpuna* and traditional healers at Lapakahi in 1993. Papa Ola Lokahi is a statewide not-for-profit organization established in 1988 to provide training and technical assistance for a range of Hawaiian health programs, including *la'au lapa'au*. Papa Ola Lokahi continues to support the annual gathering of healers at Lapakahi and will facilitate NHLLOPA in their efforts at Lapakahi but is not being recognized as a curator in this agreement.

The *haumana*, under the direction of Henry Auwae, have rebuilt the thatched *hale* where his grandmother lived, planted medicinal plants, and reconstructed selected cultural sites at Koai'e. A curatorship agreement will allow NHLLOPA to continue these projects in the approximately 5-acre section of the park adjacent to Koai'e Cove. The current projects fall under the exemption of park management, maintenance, and repair for compliance with Chapter 343 and the agreement requires compliance with all federal, state and county laws, rules and regulations for any activities that may not fall under this exemption.

RECOMMENDATION:

State Parks encourages community involvement and assistance with the care, management, maintenance, and interpretation of the resources in the parks through the Curatorship and Kōkua Partnership programs. NHLLOPA has a long-standing relationship with Lapakahi SHP and has agreed to work closely with State Parks to insure that the guidelines established in the agreement are followed. State Parks recommends that the Board grant approval for DLNR to enter into a 5-year agreement with NHLLOPA to allow NHLLOPA to serve as volunteers and carry out projects at the Koai'e section of Lapakahi SHP as stipulated in the agreement and in compliance with all federal, state and county laws, rules and regulations.

Respectfully submitted,



DANIEL S. QUINN
State Parks Administrator

APPROVED FOR SUBMITTAL:



LAURA H. THIELEN, Chairperson

Attachment: Draft Curatorship Agreement for Lapakahi SHP

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF STATE PARKS

CURATORSHIP AGREEMENT

THIS AGREEMENT, executed on the respective dates indicated below, is effective as of _____, 2010, between the STATE OF HAWAII (hereafter "STATE"), by its Chairperson of the Board of Land and Natural Resources, and through its Department of Land and Natural Resources ("DLNR"), Division of State Parks ("State Parks"), whose address is 1151 Punchbowl Street, Honolulu, Hawaii 96813, and _____ Nā Haumana La'au Lapa'au O Papa Auwae (also referred to herein as "CURATOR" or NHLLOPA), by _____ Babette Galang, Coordinator, whose address is _____ 894 Queen Street, Honolulu, HI 96813, for and regarding an approximate area of 5 acres at Koai'e Cove, Lapakahi State Historical Park, North Kohala, island of Hawaii, State of Hawaii

BACKGROUND

Lapakahi State Historical Park (SHP) encompasses the *makai* portion of six *ahupua'a*, including Pu'ukole, Lapakahi, Koai'e, Koa'ae, Kaipuha'a, and Lamaloloa. The park is delineated by Akoni Pule or Kawaihae-Māhukona Highway on the east, the ocean on the west, the boundary between the *ahupua'a* of Pu'ukole and Kaoma on the north, and the boundary between Lamaloloa and Pao'o on the south. The park is situated 0.5-mile south of Māhukona, 7 miles south of Hawi, and 12 miles north of Kawaihae.

Lapakahi State Historical Park was officially established in 1973 with 262 acres of State-owned land being set aside to preserve, protect, and interpret the significant cultural complex of archaeological sites which tell the story of pre-contact coastal settlement along the leeward coast of Hawaii Island. Prior to the opening of the park, several archaeological projects were conducted by the University of Hawaii at Manoa and Hilo which provided information about the occupation of this coastline from the pre-contact period until that 1920s. Additional archaeological projects were conducted in the park between 1973 and 1979 to stabilize the stacked rock walls that comprise many of the sites in the park. The park corresponds to the *makai* portion of the Lapakahi Complex which was listed on the National Register of Historic Places in 1973. The complex is significant for the density and diversity of archaeology sites associated with a traditional *ahupua'a* system that runs from the coastal fishing settlements (*makai*) to the upland agricultural fieldsystem (*mauka*).

INTRODUCTION

The STATE is the owner of Lapakahi State Historical Park (hereafter "park"). This curatorship agreement for assistance with the maintenance, management, interpretation, and restoration of park resources is in the public interest and serves a public purpose. The arrangements made herein with the CURATOR will help improve and maintain the park and historic sites for public use and will provide reasonable and appropriate recognition and gratitude to the CURATOR on account of the significant labor and improvements its members are contributing to preserve and improve this park for the use and benefit of all.

Lapakahi SHP was open to the public in 1975. At present, the main portion of the park open for public visitation is a 50-acre area centered around Koai'e Cove. Within this archaeological complex referred to as Koai'e Village or Koai'e Hamlet, are housesites, canoe sheds, enclosures, *ko'a* (fishing shrines), and burial sites. A mile-long interpretive trail has been constructed through this complex to interpret traditional coastal habitation within the larger theme of the Hawaiian *ahupua'a*. In addition, native Hawaiian cultigens have been planted throughout this central area. A small interpretive shelter with exhibits and displays was constructed in 2000. The remainder of the park remains undeveloped.

This agreement addresses an area of approximately 5 acres along the southern side of Koai'e Cove as delineated in Attachment 1. Encompassed in this area are the sites used by Papa Ola Lōkahi for their annual gatherings, training in *la'au lapa'au*, and medicinal plantings. It is also the site restoration project area with access to Koai'e Cove for practitioners.

THE AIM OF THE STATE OF HAWAII'S CURATOR PROGRAM

The aim of the curator program developed by the Division of State Parks and the State Historic Preservation Division is to:

1. Better maintain significant cultural and natural resources and protect them from vandalism, natural factors, and unintentional human actions that will damage these resources.
2. Provide the State's citizens greater access to view and understand the importance of Hawai'i's natural and cultural resources, and their significance to the State's past history and natural environment.

It is the role of the CURATOR to help protect the sites and resources under their jurisdiction and to help provide public access for all the State's citizens. The CURATOR is not the owner of the site and cannot restrict access. The CURATOR shall not disseminate information or install interpretive devices on the site without the prior approval of State Parks. The CURATOR cannot undertake site improvements unless these tasks are covered in the

curatorship agreement or in later amendments to each agreement. These constraints are extremely important to ensure that the sites are properly protected and are properly interpreted -- thereby benefiting all the citizens of the State.

CURATOR RESPONSIBILITIES

The CURATOR will assist the STATE with the maintenance, management, restoration, and interpretation of designated areas within Lapakahi SHP as follows:

1. Papa Ola Lokahi and NHLLOPA will coordinate all actions and activities undertaken in the execution of this curatorship agreement with State Parks.
2. The CURATOR will designate a volunteer supervisor(s) who is subject to approval by State Parks. The supervisor will submit completed agreement fact sheet (Attachment 2) and all participants must submit a completed State Parks' volunteer waiver form (Attachment 3).
3. The CURATOR will submit an annual report of its activities and volunteer hours performed under this agreement to State Parks.
4. The CURATOR will organize and conduct workdays during regular park hours to maintain the designated sites and Koai'e area. Because the park contains historic sites, consultation shall occur with the State Parks archaeologists on correct methods and procedures. Site work may include:
 - a. Repair and maintenance of the pole and thatch superstructure of the *hale* (archaeological site HF0004).
 - b. Repair, stabilization, restoration, and/or reconstruction of the rock wall of the *hale* by those trained in dry stone masonry and under the direction of an expert stone mason and the oversight of an archaeologist.
 - c. Repair, reconstruction, maintenance of the bamboo fence erected along the shoreline of Koai'e Cove as long as the placement of the fence does not involved an subsurface excavation or disturbance of the ground and adjacent stacked rock walls.
 - d. Maintenance of the *imu* feature in the Koai'e Complex.
 - e. Removal of weeds and vegetation debris from the archaeological sites and *hale* in the curator area. Vegetation removal shall conform to the following guidelines:
 - Weeds within the sites and in the stacked rock walls will not be pulled to avoid any rock and soil disturbance. Weeds may be cut to the ground surface.
 - Cut debris will be chipped and either used on-site in the park or transported off-site.
 - There is to be no burning within the park.

- Weedwhackers, machetes, lawnmowers, chainsaws, and other hand tools may be used when and where appropriate.
 - A herbicide with dissipation properties such as Round-up, may be used to control weeds and vegetation growth. Any herbicide used by the ocean shall comply with Department of Health, Clean Water Branch requirements.
 - The specifics of the vegetation removal shall be discussed on-site with a STATE representative prior to initiation of the agreement.
 - Large vegetation removal projects should be done in coordination with State Parks.
5. The CURATOR may prepare and implement a landscape plan to restore the natural and cultural landscape, establish gardens of medicinal plants, and stabilize erosion of dirt areas. A planting or landscaping plan shall be prepared by the CURATOR and reviewed and approved in writing by State Parks prior to implementation. Usage of park water and/or development of an irrigation system for any plantings shall be discussed with and approved by State Parks.
 6. The CURATOR may prepare and install interpretive devices and displays, contingent upon approval of specific interpretive plans by State Parks and State Historic Preservation Division (SHPD) in accordance with Chapter 13-277, HAR.
 7. The CURATOR may assist staff with educational and interpretive programs and visitor services in the park, including leading interpretive tours of the CURATOR's project areas.
 8. The CURATOR may assist State Parks with various management projects, such as the designation of preferred roads and trails through the park for visitors.
 9. The CURATOR may install passive park facilities, such as benches and picnic tables, in compliance with an approved park plan only after receiving written approval from State Parks and obtaining any required permits.
 10. The CURATOR may sponsor volunteer projects in addition to their regular maintenance responsibilities but State Parks must approve and shall be notified 5 working days in advance of volunteer projects. A permit may be required for any activity involving over 25 individuals.
 11. The CURATOR is required to assist in coordinating volunteer efforts that may be forthcoming from other organizations or individuals. Such other groups or individuals may participate in curator activities without being required to become a member of the CURATOR organization. The CURATOR will seek ongoing involvement of the local community, potentially affected private landowners, and relevant organizations.

12. With State Parks approval, the CURATOR may retain the services of a professional archaeologist for the purposes of conducting archaeological work needed to fulfill the objectives of this agreement or to contribute to State Parks meeting the requirements of the historic preservation project review process (§6E-7 and §6E-8, HRS; Chapter 13-275, HAR). The archaeologist shall meet the professional qualifications established by §13-281-3, HAR, and hold a valid permit to conduct archaeological activities in Hawai'i in accordance with §13-282-3, HAR. If any state funds are applied, all applicable state procurement law shall be followed.
13. The CURATOR may propose amendments to this agreement in writing to undertake other tasks. Depending on the scope of the proposed amendments, approval by the BLNR or its designee shall be necessary. Upon signed approval, the amendments will become a part of this agreement.
14. Use of the park by the CURATOR shall be in accordance with all of the Rules and Regulations of the Division of State Parks (Hawai'i Administrative Rules Title 13, Chapter 146), the Conservation District (Hawai'i Administrative Rules Title 13, Chapter 5) and all other applicable rules and regulations of the Department of Land and Natural Resources as well as all other applicable rules, regulations and permit requirements of the County of Hawai'i, State of Hawai'i and Federal Government, including requirements under HRS Chapter 343 concerning environmental and cultural review prior to any actions that would trigger this chapter.
15. The CURATOR will periodically monitor the condition and integrity of natural resources, historic properties, and their respective settings at the park. Where possible, attempts shall be made to prevent vandalism and damage. Should any damage be discovered, the CURATOR will notify State Parks as soon as possible.

SPECIAL CONDITIONS

The CURATOR shall not:

1. Conduct or permit commercial activity, including the sale of any items or advertising of commercial products, to be conducted in conjunction with the partnership and maintenance of the site;
2. Undertake or permit fund raising activities at the site;
3. Permit participants to possess, display, use or consume alcoholic beverages or illegal drugs at the site;
4. Permit any temporary or permanent residence to occur at the site;

5. Cause any significant disruption to normal park usage.
6. Undertake site improvements unless these tasks are covered in this agreement or in later amendments to each agreement.

RESPONSIBILITIES OF THE STATE

1. DLNR, in its sole discretion, will continue to manage and be responsible for the area covered by this agreement and may issue permits, including commercial permits, conduct archaeological and other investigative activities, install interpretive devices and regulatory signs, and implement management plans. DLNR will consult with the CURATOR on these activities as deemed appropriate by the STATE.
2. State Parks agrees to provide the CURATOR with information in its possession relating to the park, including but not limited to archaeological and historical information, surveys conducted of archaeological sites or features which are not of a confidential nature, draft environmental impact assessments and statements, and plans regarding existing or proposed future uses of lands within the park.
3. The assistance of State Parks may be requested by the CURATOR for large clearing and hauling projects and with the use of herbicides. Such requests should be coordinated between the CURATOR, the State Parks Hawai'i District Parks Superintendent, and the State Parks Archaeologist.
4. In accordance with §6E-7 and §6E-8, HRS, and Chapter 13-275, HAR, State Parks shall be responsible for obtaining concurrence from the State Historic Preservation Division to proceed with proposal under this agreement that could have an effect on historic properties in the park and for submitting for review and approval any reports or plans.
5. The CURATOR will be notified and consulted on proposed activities in the park. The CURATOR may be given the opportunity to assist in work at the park done by DLNR or approved by DLNR.

RESTRICTIONS ON THE CURATOR'S ROLE

1. The CURATOR may not undertake tasks, which are not specified in this agreement. The CURATOR may propose amendments to this agreement to undertake other tasks at the park. These proposed amendments must be approved by the Board of Land and Natural Resources or its designee.
2. It must be emphasized that failure to get approval of additional tasks will likely lead to the revoking of this agreement and the potential imposition of civil or criminal penalties under

sections 6E-11, 6E-11.5, or 6E-11.6, HRS, if historic properties are damaged or altered without prior approval of the department.

3. It is the role of the CURATOR to help protect the park resources covered by this agreement and to help provide public access for all the park's visitors. The CURATOR is not the owner of the park and cannot restrict access.

CHECKS TO INSURE PROPER CURATION

1. The CURATOR and the STATE, through the Division of State Parks, will agree on a schedule for when volunteer work will be performed. The STATE will monitor the progress of the work and maintain close communication with the CURATOR. The CURATOR will notify the STATE if a schedule change is necessary.
2. The STATE will make a minimum of two (2) field checks per year to see that proper maintenance is being done. If it is determined that proper maintenance is not taking place, the STATE will notify the CURATOR in writing of the problem(s) and will provide suggestions to correct the problem(s). The CURATOR will be allowed a reasonable time to correct the problem and if they fail to correct the problem, the STATE may revoke this agreement.

CHECKS TO INSURE PROPER SAFETY

1. The CURATOR agrees to perform its volunteer services in a safe and reasonable manner. It is the CURATOR's responsibility to become acquainted with the procedures and tools necessary to perform these tasks and to monitor the actions of their group of volunteers.
2. Prior to commencement and periodically throughout the agreement, the CURATOR will conduct safety briefings with their volunteers to ensure that they are aware of any potential safety hazards. The CURATOR will have all volunteers sign liability waivers and instruct all volunteers in the proper method of performing their tasks.
3. The STATE, through the Division of State Parks, is available to assist in safety presentations and proper measures of performing the work. An on-site evaluation can be scheduled prior to the commencement of this agreement.

COORDINATION OF ACTIVITIES

The CURATOR shall designate a person to coordinate with the STATE on the activities under this agreement. The CURATOR shall be responsible for transmitting to the STATE the names of the individuals who will be performing services under this agreement.

INDIVIDUAL MEMBERS AND VOLUNTEERS OF CURATOR

The members and volunteers of the CURATOR who perform the CURATOR's responsibilities under this agreement will be deemed to be volunteers for purposes of Chapter 90, HRS. As such, these persons when acting as volunteers may be entitled to certain immunity from civil liability if acting in good faith and within the scope of the volunteer's official functions solely for the purposes of chapter 662D, HRS.

TERM & MODIFICATION OF AGREEMENT

The term of this agreement is for five (5) years after its effective date. Either party may terminate this agreement after providing the other party with thirty (30) days written notice. This agreement may be amended only in writing signed by both the STATE and the CURATOR.

PUBLICITY

During the term of this agreement, the STATE may post a sign or signs that recognize the contributions of the CURATOR to the improvement of the park.

COMPLIANCE WITH LAW

The CURATOR shall comply with all applicable federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CURATOR's performance of this agreement.

PARK RULES

The rules of the Hawai'i state park system which are set forth in Hawai'i Administrative Rules, Title 13, Subtitle 6, Chapter 146, shall apply to the fullest possible extent to the implementation of this agreement.

IN VIEW OF THE ABOVE, the parties execute this agreement by their signatures, on the dates below, to be effective as of the date first above written. By signing, the person indicates they have the requisite authority to enter into this agreement on behalf of the organization indicated.

STATE

Approved by the Board of
Land and Natural Resources
at its meeting held on

_____.

(Signature)

Laura H. Thielen

(Print Name)

Chairperson
Board of Land & Natural Resources

(Print Title)

(Date)

**NĀ HAUMANA LA'AU LAPA'AU O
PAPA AUWAE**

(Signature)

(Print Name)

(Print Title)

APPROVED AS TO FORM:

(Date)

Deputy Attorney General

ACKNOWLEDGMENT

STATE OF _____)

: SS.

_____ COUNTY OF _____

On this _____ day of _____, 20____, before me appeared _____, to me known, to be the person described in and, who, being by me duly sworn, did say that he is the _____ of _____, the CURATOR named in the foregoing instrument, and that he is authorized to sign said instrument on behalf of the _____, and acknowledges that he executed said instrument as the free act and deed of the _____.

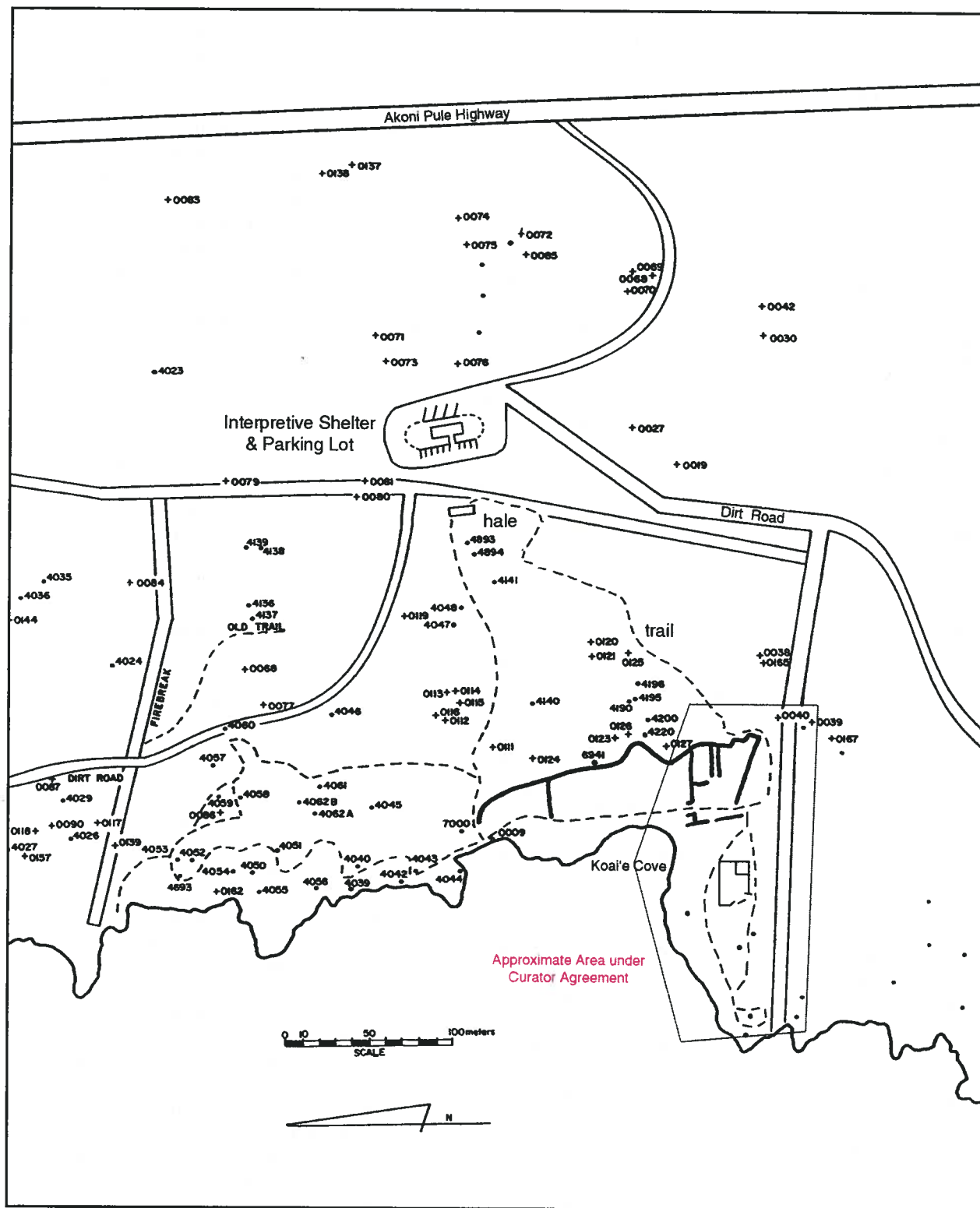
(Signature)

(Print Name)

(Notary Seal)

Notary Public, State of _____

My commission expires: _____



ATTACHMENT 1

Map of the Koai'e Complex delineating the approximate area of 5 acres covered under this curatorship agreement for Lapakahi State Historical Park.

CURATORSHIP AGREEMENT FACT SHEET & VOLUNTEER WAIVER

Park/Site: _____

Name of Group or Organization: _____

Designated Volunteer Supervisor(s) and their contact numbers:

1. _____

2. _____

If you are a 501(C-3) non-profit, please include your ID number and date of incorporation:

ID No.: _____ Date: _____

Date of Agreement: _____

List members who are regularly involved in curator activity and titles if applicable:

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

11. _____

12. _____

Work Schedule:

Emergency Contacts (list names, telephone, pager or cellular numbers, in priority order):

1. _____

2. _____

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
AGREEMENT FOR INDIVIDUAL VOLUNTARY SERVICES

NAME: _____ PHONE: _____

ADDRESS: _____

DURATION OF AGREEMENT: START: _____ END: _____

I understand that I will not receive any compensation for the above work and that volunteers are NOT considered to be employees of the State of Hawaii for any purpose other than tort claims, and I understand that volunteer service is not creditable for leave accrual or any other employee benefits. I also understand that either the State of Hawaii, or I may cancel this agreement at any time by notifying the other party. I acknowledge that there are inherent risks and dangers associated with this activity and in particular have noted those risks listed below.

I understand that I will be assisting the State of Hawaii/Department of Land and Natural Resources in taking care of Hawaii's natural and cultural resources. I will be responsible for my equipment and supplies. I will be responsible for all aspects of the actual work project, and the safe use and proper care of hand tools including, but not limited to: Machetes, Saws, Hand Axes, Pry bars, Sled Hammers, Gardening and Painting Equipment.

I am in good physical shape, and will be self sufficient while at the work project site. I have informed the State, of any mental, physical and/or medical conditions that may increase the risk of harm to myself or others while engaging in the activities described in this document. I understand I should wear footwear with good traction and should have clothing suitable for work in both rainy, wet, and hot, dry conditions, when working in the field. I understand that the duration of the project may be less than eight hours in length, however, in the even of inclement weather the work day may be either shortened or extended at the discretion of the State. These and other activities will be taking place in potentially remote areas. I am aware that there are inherent risks and dangers associated with field work. They include but are not limited to:

• gusty winds	• paint, fuel and oil fumes
• sharp and or slippery rocks	• thorny plants/potentially dense vegetation
• stinging or biting insects and spiders	• lack of reliable communication
• portable or no bathroom facilities	• no telephones
• steep drop-offs	• work on, in or near water
• no potable (drinking) water	• wet and slippery roads
• rugged terrain	• herbicides
• sharp tools	• work in a hunting area
• lack of medical facilities	• steep and slippery trail and river crossings
• wild animals	• flash floods
• harsh weather conditions, ranging from hot and humid to wet and cold	• diseases caused by water, air, or animal vectors

I agree to hold harmless and indemnify the State of Hawaii, its officers, agents, employees, and other volunteers from any activities as a volunteer or the activities of the State of Hawaii, its officers, agents, employees or other volunteers.

I understand I am also signing on behalf of any minor that is under my care during the duration of the volunteer activity. I further agree that I will be responsible either for personally supervising the minor or for making arrangements for the supervision of the minor by another responsible adult.

I hereby volunteer my services as described above, to assist the State of Hawaii/ Department of Land and Natural Resources in its authorized work.

Signature of Volunteer
(or Minor's guardian)

Date

Minor's Name(s): _____

Based upon the above agreement and understanding, the State of Hawaii agrees, while this arrangement is in effect, to accept your services as a volunteer.

Laura H. Thielen, Chairperson and Member
Board of Land and Natural Resources